

HOKA HEY



IT'S A GOOD

DAY TO DIE

Motorcycle
CHALLENGE

**WAIVER &
RELEASE OF
LIABILITY**

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Risks Associated with Participation

I acknowledge and realize that participation in an event such as the 2020 HOKA HEY MOTORCYCLE CHALLENGE™ (the "Event") is potentially dangerous and that there are numerous risks associated with my participation. Such risks and dangers include, but are not limited to, traffic accidents, collisions with pedestrians, vehicles, other drivers, and/or fixed or moving objects, and the negligence of other drivers. Further, I fully understand and realize that my participation in the Event may result in severe mental stress and serious bodily injury and/or death to myself, or others. I further realize and understand that the route of the Event will require driving on public roadways upon which the hazards of traveling are to be expected. Further, I realize that participation in the Event will require strenuous physical and mental exertion as participants will be required to drive for very long periods of time over several days, including the risk of driving through inclement weather.

Assumption of the Risks

With full knowledge and understanding of the risks associated with my participation in the Event, I enter the Event voluntarily and fully accept and assume every such risk for loss, damage, or injury (including death) and further acknowledge that further injury may result from a lack of healthcare facilities in some of the more remote areas of travel.

Medical

I hereby declare that I have no pre-existing medical conditions that would prevent me from participating safely in this Event. Furthermore, I understand that if I should require medical treatment as a result of my participation in this Event, or activities incidental to this Event, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware that the Organization does not provide any form of insurance for me and that I should carry my own health / medical insurance.

I acknowledge that I am solely responsible to operate my motorcycle in a safe manner and that I must NOT participate if my ability to do so safely and properly is in any way compromised by illness, lack of adequate rest, or any other condition. I further acknowledge that if I am injured or have a medical condition that could affect my ability to safely operate my motorcycle, I am required to withdraw from participation in the Event. Failure to do so may be viewed as reckless driving and may cause my removal from the Event at the Organizer's sole discretion. I understand that the Organizer accepts no responsibility or liability for my actions should I choose to continue participation in the Event while in a compromised state.

I have provided the name of my medical agent as my emergency contact person. In so doing, I recognize that the Event may contact this agent if situations should arise that necessitate his or her involvement.

Compliance with Terms and Conditions of Entry

I agree to comply with all the Event's Terms and Conditions of entry. I acknowledge and understand that the Organizer of the Event will use reasonable efforts to ensure that all other participants abide by the

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Terms and Conditions of entry but cannot guarantee that the participants will abide by these Terms and Conditions.

Release of Liability

In consideration for being permitted to participate in the Event, and being fully aware of all the risks, conditions, and hazards of participating in the Event, I hereby waive, release, and forever discharge, for myself, my heirs, executors, administrators and legal representatives, any and all rights and/or claims which I have, may have, or may hereafter accrue to me against the Organizer, its officers, directors, employees, consultants, agents, licensees, assigns for any and all liability, claims for damages for death, personal injuries, or property damage which I may have or which may hereafter accrue to me, directly or indirectly, as a result of my participation in the Event, whether known or unknown at this time, even if that liability arises out of negligence or carelessness on the part of persons or entities mentioned above. I agree to accept all responsibility for the risks, conditions, and hazards which may occur, whether they be known or unknown, arising from any accident, injury, or property damage whatsoever, related to, resulting from, or in any way connected with my participate in the Event. Further, I covenant not to sue the Organizer, its officers, directors, employees, consultants, agents, licensees, assigns for any and all damages, injuries (including death), and/or claims which may be sustained by me directly or indirectly arising out of my participation in the Event. This release and discharge includes, but is not limited to, claims for personal injury, death, property damage, economic loss, breach of contract, lost wages, contribution indemnity, indemnity, punitive damages, negligence, or any other legally recognizable claim arising out of my participation in the Event (including all legal costs associated with such claims).

2020 Hoka Hey Motorcycle Challenge Fund Raising Efforts.

Individuals participating in the 2020 HEY MOTORCYCLE CHALLENGE™ are encouraged to conduct fund raising efforts on behalf of a charity organization or charity event. This year the goal of the MSLLC is to raise in excess of \$250,000 or more for the charities supported by our riders. It is the sole responsibility of participants to amass pledges and ensure pledged funds are submitted directly to their named charity. It is recommended the rider does not personally collect the funds for issue to their named charity but instead should instruct the donor to make their contribution directly to the charity. Contact the Organizer if you have questions concerning the issue of funds from the donor to named charity.

Indemnification

I hereby agree to release, defend, indemnify, and hold harmless the Organizer, its officers, directors, employees, consultants, agents, licensees, assigns from and against any and all claims, demands, damages, suits, liabilities or actions arising directly or indirectly out of my actions or otherwise from my participation in the Event and/or my fund raising efforts on behalf of named charities; whether made or claimed during or after the Event, including without limitation, your violation of any laws or regulations or your breach of the Terms and Conditions of Entry.

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Note: Please note that by completing the entry form and accepting these stipulations you are entering into a legally binding agreement with us to participate in the Event on the provisions set forth in the *Terms and Conditions*.

I have read this waiver, fully understand its terms, and understand that I have given up substantial rights by signing it. I have done so freely and without inducement, coercion, or duress. I intend this waiver to be a complete and unconditional release of all liability to the greatest extent allowed by law. I agree that, if any portion of this waiver is held to be invalid, the balance of the waiver shall continue in full force and effect.

By signing below I declare that all the information contained on the entry form is correct and I acknowledge that I have read and understood and I agree in full to the waiver and indemnity and I accept all the terms and conditions relating to my participation in the Event.

In order to be considered for participation, all applicants are required to provide the following:

1. Application
2. Release & Waiver (signature page)
3. Terms & Conditions (signature page)
4. Biography and Photograph
5. \$500 Entry fee

Please print, sign and submit this document with your application package.

I have had sufficient opportunity to read this entire document, have understood it, and I agree to be bound by its terms.

Name: _____
Signature

Name: _____
Print Name Date

I understand that while the Organizer will endeavor to keep my personal information secure, it does not accept any responsibility should loss or theft of this information occurs. I consent to my personal details being passed on to other third parties that the Organizer thinks appropriate.

Name: _____
Signature

Name: _____
Print Name Date